

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

LOYALTY CONVERSION SYSTEMS CORPORATION,)	
)	
)	
Plaintiff,)	
v.)	C.A. No. 2:13-cv-00655-JRG
)	
)	
AMERICAN AIRLINES, INC.,)	
)	
Defendant.)	

LOYALTY CONVERSION SYSTEMS CORPORATION,)	
)	
)	
Plaintiff,)	
v.)	C.A. No. 2:13-cv-00659-JRG
)	
)	
DELTA AIRLINES, INC.,)	
)	
Defendant.)	

LOYALTY CONVERSION SYSTEMS CORPORATION,)	
)	
)	
Plaintiff,)	C.A. No. 2:13-cv-00660-JRG
v.)	
)	
)	
FRONTIER AIRLINES, INC.,)	
)	
Defendant.)	

LOYALTY CONVERSION SYSTEMS)	
CORPORATION,)	
)	
Plaintiff,)	
v.)	C.A. No. 2:13-cv-00661-JRG
)	
)	
HAWAIIAN AIRLINES, INC.,)	
)	
Defendant.)	

LOYALTY CONVERSION SYSTEMS)	
CORPORATION, LLC,)	
)	
Plaintiff,)	
v.)	C.A. No. 2:13-cv-00662-JRG
)	
)	
JETBLUE AIRWAYS CORP.,)	
)	
Defendant.)	

LOYALTY CONVERSION SYSTEMS)	
CORPORATION,)	
)	
Plaintiff,)	
v.)	C.A. No. 2:13-cv-00663-JRG
)	
)	
SOUTHWEST AIRLINES CO.,)	
)	
Defendant.)	

LOYALTY CONVERSION SYSTEMS)	
CORPORATION,)	
)	
Plaintiff,)	
v.)	C.A. No. 2:13-cv-00664-JRG
)	
)	
SPIRIT AIRLINES, INC.,)	
)	
Defendant.)	

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LOYALTY CONVERSION SYSTEMS)	
CORPORATION,)	
)	
Plaintiff,)	
v.)	C.A. No. 2:13-cv-00665-JRG
)	
)	
UNITED AIRLINES, INC.,)	
)	
Defendant.)	
<hr/>		
LOYALTY CONVERSION SYSTEMS)	
CORPORATION,)	
)	
Plaintiff,)	
v.)	C.A. No. 2:13-cv-00666-JRG
)	
)	
US AIRWAYS, INC.,)	
)	
Defendant.)	
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JOINT CLAIM CONSTRUCTION CHART UNDER P.R. 4-5(d)

Pursuant to Patent Local Rule 4-5(d), Plaintiff Loyalty Conversion Systems Corp. and Defendants American Airlines, Inc., Delta Airlines, Inc., Frontier Airlines, Inc., Hawaiian Airlines, Inc., JetBlue Airways Corp., Southwest Airlines, Co., Spirit Airlines, Inc., United Airlines, Inc., and US Airways, Inc. provide the following Joint Claim Construction Chart, attached hereto as exhibit A.

Dated: August 19, 2014

Respectfully submitted,

/s/ Max Ciccarelli

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Certificate of Service

I certify that the foregoing document was served electronically on all counsel of record on August 19, 2014.

/s/ Max Ciccarelli
Max Ciccarelli

Exhibit A -- JOINT CLAIM CONSTRUCTION CHART
Loyalty Conversion Systems Corp. v. American Airlines, Inc., et al. (2:13-cv-00655)

As detailed in the Parties' Joint Claim Construction and Prehearing Statement pursuant to P.R. 4-3, there are three groups of disputed terms. The disputed terms are: (1) "transfer(s) or conversion(s)" / "conversion or transfer"; (2) "the at least one of the one or more computers" / "the one or more non-transitory computer-readable mediums"; and (3) "to convert." The disputed terms and the agreed terms are set forth in the tables below.

Claim Terms for Construction USP 8,313,023	Plaintiff's Proposed Construction	Defendants' Proposed Construction	Court's Construction
31. A method comprising:			
a commerce partner agreeing to accept transfers or conversions of quantities of non-negotiable credits to entity independent funds in accordance with a credits-to-funds ratio, wherein the non-negotiable credits have been earned as part of a rewards program of an entity, wherein the commerce partner accepts the entity independent funds for goods or services that the commerce partner provides, wherein in absence of the non-negotiable credits being converted or transferred into the entity independent funds the commerce partner does not accept the non-negotiable credits for the goods or services that the commerce partner provides, wherein the entity-independent funds are loyalty points of a loyalty program of the commerce partner;	<p>transfers or conversions: Plain and ordinary meaning</p> <p>non-negotiable credits: [AGREED]</p>	<p>transfers or conversions: “the approximately immediate transfer(s) or conversion(s) / approximately immediate conversion or transfer”</p> <p>non-negotiable credits: [AGREED]</p>	<p>non-negotiable credits: “credits accepted by the issuing entity but not by the commerce partner”</p>

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Claim Terms for Construction USP 8,313,023	Plaintiff's Proposed Construction	Defendants' Proposed Construction	Court's Construction
<p>at least one of one or more computers detecting a communication over a network to grant a consumer a quantity of the entity independent funds, wherein the quantity of entity independent funds results from a conversion or transfer of at least a subset of the non-negotiable credits into the quantity of entity independent funds in accordance with the credit-to-funds ratio, wherein the subset of the non-negotiable credits are expended as part of the conversion or transfer, and wherein the commerce partner is compensated for providing the entity independent funds to the consumer;</p>	<p>non-negotiable credits: [AGREED]</p> <p>conversion or transfer: See “transfers or conversions” term, above</p>	<p>non-negotiable credits: [AGREED]</p> <p>conversion or transfer: See “transfers or conversions” term, above</p>	<p>non-negotiable credits: “credits accepted by the issuing entity but not by the commerce partner”</p>
<p>responsive to the communication, at least one of one or more computers granting the consumer the quantity of the entity independent funds; and</p>			

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<p style="text-align: center;">Claim Terms for Construction USP 8,313,023</p>	<p style="text-align: center;">Plaintiff's Proposed Construction</p>	<p style="text-align: center;">Defendants' Proposed Construction</p>	<p style="text-align: center;">Court's Construction</p>
<p>the at least one of the one or more computers accepting at least a portion of the quantity of entity independent funds in exchange for the goods or services that the commerce partner provides, wherein the one or more computers do not accept the non-negotiable credits of the entity's rewards program for the goods or services in absence of the conversion or transfer.</p>	<p>the at least one of the one or more computers: Plain and ordinary meaning</p> <p>non-negotiable credits: [AGREED]</p> <p>conversion or transfer: See "transfers or conversions" term, above</p>	<p>the at least one of the one or more computers: Indefinite</p> <p>non-negotiable credits: [AGREED]</p> <p>conversion or transfer: See "transfers or conversions" term, above</p>	<p>non-negotiable credits: "credits accepted by the issuing entity but not by the commerce partner"</p>

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Claim Terms for Construction USP 8,313,023	Plaintiff's Proposed Construction	Defendants' Proposed Construction	Court's Construction
39. A computer program product comprising:			
one or more non-transitory computer-readable mediums;			
program instructions, stored on at least one of the one or more non-transitory computer-readable mediums, to detect a communication over a network to grant a consumer a quantity of entity independent funds, wherein the quantity of entity independent funds results from a conversion or transfer of at least a subset of non-negotiable credits into the quantity of entity independent funds in accordance with a credit-to-funds ratio, wherein the subset of the non-negotiable credits are expended as part of the conversion or transfer and wherein the commerce partner is compensated for providing the entity independent funds to the consumer, wherein the commerce partner agrees to accept transfers or conversions of quantities of the non-negotiable credits to entity independent funds in accordance with the credits-to-funds ratio, wherein the non-negotiable credits have been earned as part of a rewards program of the entity, wherein the commerce partner accepts the entity independent funds for goods or services that the commerce partner provides wherein in absence of the non-negotiable credits being converted or transferred into the entity independent funds the commerce partner does not accept the non-negotiable credits for the goods or services that the commerce partner provides, wherein the entity -independent funds are loyalty points of a loyalty program of the commerce partner;	non-negotiable credits: [AGREED] conversion or transfer / transfers or conversions: See "transfers or conversions" term, above, Claim 31	non-negotiable credits: [AGREED] conversion or transfer / transfers or conversions: See "transfers or conversions" term, above, Claim 31	non-negotiable credits: "credits accepted by the issuing entity but not by the commerce partner"
one or more non-transitory computer-readable mediums;			

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Claim Terms for Construction USP 8,313,023	Plaintiff's Proposed Construction	Defendants' Proposed Construction	Court's Construction
program instructions, stored on at least one of the one or more non-transitory computer-readable mediums, to, responsive to the communication, grant the consumer the quantity of the entity independent funds; and			
program instructions, stored on at least one of the one or more non-transitory computer-readable mediums , to accept at least a portion of the quantity of entity independent funds in exchange for the goods or services that the commerce partner provides, wherein, per the program instructions, the non-negotiable credits are not accepted for the goods or services in absence of the conversion or transfer .	<p>the one or more non-transitory computer-readable mediums: Plain and ordinary meaning</p> <p>non-negotiable credits: [AGREED]</p> <p>conversion or transfer: See “transfers or conversions” term, above, Claim 31</p>	<p>the one or more non-transitory computer-readable mediums: Indefinite</p> <p>non-negotiable credits: [AGREED]</p> <p>conversion or transfer: See “transfers or conversions” term, above, Claim 31</p>	<p>non-negotiable credits: “credits accepted by the issuing entity but not by the commerce partner”</p>

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Claim Terms for Construction USP 8,511,550	Plaintiff's Proposed Construction	Defendants' Proposed Construction	Court's Construction
1. A method comprising:			
<p>a computer serving a set of one or more web pages for a loyalty program of an entity to one or more remotely located client machines, wherein the Web pages are able to be rendered within a client-side browser as a graphical user interface on the one or more client machines, wherein upon being rendered within the client-side browser said graphical user interface shows a quantity of non-negotiable credits, wherein said non-negotiable credits are loyalty points of the loyalty program possessed by a member, wherein upon being rendered within the client-side browser the graphical user interface comprises a conversion option to convert at least a subset of the shown non-negotiable credits into a quantity entity independent funds, wherein said entity independent funds are different loyalty points of a different loyalty program of a commerce partner, wherein said entity independent funds are possessed by the member, wherein an agreement exists between the entity and the commerce partner, wherein the agreement permits members to convert the non-negotiable credits to the entity independent funds in accordance with a fixed credits-to-funds conversion ratio, wherein the agreement specifies that the entity is to compensate the commerce partner in an agreed upon amount of cash or credit for conversions of non-negotiable credits to entity independent funds, wherein said agreed upon amount is a multiple of a quantity of converted non-negotiable credits, wherein the entity independent funds are redeemable per the different loyalty program for commerce partner goods or for commerce partner services, wherein the commerce partner is not said entity, wherein in absence of being converted the non-negotiable credits are not accepted as payment for commerce partner goods or for commerce partner services;</p>	<p>a computer: [AGREED]</p> <p>non-negotiable credits: [AGREED]</p> <p>to convert: Plain and ordinary meaning</p>	<p>a computer: [AGREED]</p> <p>non-negotiable credits: [AGREED]</p> <p>to convert: “to convert in an approximately immediate fashion”</p>	<p>a computer: “A computer” and “the computer” refer to the same element</p> <p>non-negotiable credits: “credits accepted by the issuing entity but not by the commerce partner”</p>

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the computer responsive to receiving a message indicating a selection of the conversion option, processing the selection to effectuate changes in the served set of Web pages; and	the computer: [AGREED]	the computer: [AGREED]	the computer: See “a computer” / “the computer” term above
responsive to the processing, the computer serving one or more Web pages or Web page updates that include the effectuated changes to the one or more remotely located client machines, wherein upon being rendered within the client-side browser the graphical user interface is updated with the effectuated changes, wherein the updated graphical user interface shows a reduced quantity of non-negotiable credits possessed by the member in the loyalty program, said reduced quantity resulting at least in part from the subset of non-negotiable credits being converted into the quantity of entity independent funds in accordance with the fixed credits-to-funds conversion ratio.	the computer: [AGREED] non-negotiable credits: [AGREED]	the computer: [AGREED] non-negotiable credits: [AGREED]	the computer: See “a computer” / “the computer” term above non-negotiable credits: “credits accepted by the issuing entity but not by the commerce partner”